

# REQUEST FOR PROPOSAL

COUNTY OF SAN BERNARDINO  
PURCHASING DEPARTMENT

Date: August 25, 2006

Proposal No. **H22**

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Materials and/or Services: **Trailer, Enclosed 20'**

To Be Delivered To: County of San Bernardino  
Fire Department  
2824 East W Street  
San Bernardino, CA 92415-0845

Submit each individual proposal in separate sealed envelope with proposal number marked on outside to:

**County Purchasing Agent**

**777 East Rialto Avenue**

**San Bernardino, CA 92415-0760**

**BEFORE: Monday, September 25, 2006, 11 AM**

For further information, call: Zachary L. Avey  
Deputy Purchasing Agent  
(909) 387-2070

## INSTRUCTIONS AND CONDITIONS

1. All prices and notations must be typewritten or printed in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent, and must be initialed in ink by person signing quotation.
2. State brand, or make, on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the vendor. If quoting on other than make, model or brand specified, the manufacturer's name and the catalog number must be given, or descriptive cut and information attached to the quotation.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in separate sealed envelope with proposal number on outside, and must be received by County Purchasing Agent, 777 East Rialto Avenue, San Bernardino, CA 92415-0760 no later than the hour and day specified hereon, at which time it will be publicly opened and read.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the vendor shall so state in the column provided, opposite each item.
6. Terms of less than 30 days for cash discount will be considered as net.
7. All quotations must be signed with the firm's name and by a responsible officer or employee. Obligations assumed by such signatures must be fulfilled.
8. Unless otherwise definitely specified, the prices quoted herein do not include California Sales or Use Tax. For questions regarding taxes contact the State of California Franchise Tax Board.
9. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
10. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or to waive any informality in a proposal.
11. The County recognizes that price is only one of several criteria to be used in judging a product or service, and the County is not legally bound to accept the lowest quote.
12. Samples of items, when required, must be furnished free of expense to the County; and if not destroyed by tests, will upon request be returned at vendor's expense.
13. In case of default by the vendor, the County of San Bernardino may procure the articles or service from other sources and may deduct from unpaid balance due the vendor, or may collect against the bond of surety, or mail bill for excess costs so paid, and the prices paid by the County of San Bernardino shall be considered the prevailing market prices paid at the time such purchase is made.
14. Cost of transportation, handling, and/or inspection on deliveries, or offers for delivery, which do not meet specifications, will be for the account of the vendor.

15. The vendor shall hold the County of San Bernardino, its officers, agents, servants and employees, harmless and defend same from liability of any nature or kind on account of use of any copyright, or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used under this quotation.

16. Neither party will be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God. (Force Majeure)

17. Quotations are subject to acceptance within 365 days of bid opening.

18. Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened.

19. RETURN THIS SHEET WHETHER OR NOT YOU QUOTE A PRICE. If you do not quote, state your reason; otherwise your name may be removed from the mailing list.

20. Accounts paid for transportation of property to the County of San Bernardino are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as San Bernardino County, as such papers may be accepted by the carrier as proof of the exempt character of the shipment.

21. To be considered, each vendor must have an approved Vendor Application on file with the Purchasing Department. Vendors must register online through the County Website at <http://www.sbcounty.gov/purchasing/>.

22. The Vendor agrees to comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, Equal Employment Opportunity, San Bernardino County Emerging Small Business Enterprise program, and other applicable Federal, State, and County laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. The articles covered by the quotation must conform with safety orders of OSHA, CALOSHA and/or NIOSHA, and OSH-POD.

23. Assignment of the contract by the vendor to other suppliers/contractors must be approved by the Purchasing Agent in writing.

24. Prevailing Wages: Where labor is required for public work as a part of any requirements covered by this request for proposal, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than those minimum wages.

25. Conflict of Interest: Your signature hereon certifies that no County employee, whose position in the County service enables them to influence any award of your offer or any competing offer, shall have any direct or indirect financial interest in any transaction resulting from this request for proposal.

26. Vendors making delivery or providing services on County premises shall carry liability insurance and Worker's Compensation coverage in accordance with the County's Standard Practice requirements.

**IMPORTANT:** Place signed proposal in envelope, **seal** envelope and show **proposal number** on outside. Return proposal to the County Purchasing Agent, 777 East Rialto Avenue, San Bernardino, CA 92415-0760  
**PRICES QUOTED F.O.B. DESTINATION UNLESS OTHERWISE STATED.**

**The following must be filled in by the contractor in submitting his proposal:**

Date \_\_\_\_\_

Company \_\_\_\_\_

Delivery will be made in \_\_\_\_\_ days  
from receipt of order unless otherwise noted.

Address \_\_\_\_\_

Cash Discount Terms \_\_\_\_\_

City & State \_\_\_\_\_ Zip \_\_\_\_\_

Signed By \_\_\_\_\_

Telephone No. (\_\_\_\_\_) \_\_\_\_\_

## **A. STANDARD TERMS AND CONDITIONS**

### **1.0 IMPROPER CONSIDERATION:**

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding the award of this proposal.

The County, by written notice, may immediately terminate any contract resulting from this proposal process if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Vendor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

### **2.0 INACCURACIES OR MISREPRESENTATIONS:**

If in the course of the RFP process or in the administration of a resulting contract, County determines that Vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to County, Vendor may be terminated from the RFP process or in the event a contract has been awarded, the contract may be immediately terminated.

### **3.0 EMPLOYMENT OF FORMER COUNTY OFFICIALS:**

Vendors are required to provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. This list should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business.

For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the Request for Proposal being deemed non-responsive.

### **4.0 DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS:**

The County reserves the right to request the information described herein from the vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected vendor also may be requested to provide

information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected vendor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the county. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

#### **5.0 DISPUTES RELATING TO PROPOSAL PROCESS AND AWARD:**

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Director of Purchasing. Vendor may appeal the recommended award or denial of award, provided the following stipulations are met:

- a. Appeal must be in writing.
- b. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a **denial of award** can only be brought on the following grounds:

- a. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
- b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- c. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

**Jim Lindley – Interim Director**  
**County of San Bernardino – Purchasing Department**  
**General Services Building**  
**777 E. Rialto Avenue**  
**San Bernardino, CA 92415-0760**

**6.0 PARTICIPATION:**

The County desires that the municipalities, school districts, and other tax districts within the state of California, may at their option and through the County Purchasing Agent avail themselves of the contract resulting from this proposal. Upon notice in writing, the Vendor agrees to the extension of the terms of a resultant contract with such Governmental bodies as though they have been expressly identified in this proposal, with the proviso that:

Such Governmental body does not have and will not have in force any other contract for like purchases.

Such Governmental body does not have and will not have under consideration for any other contract for like purchases.

Such Governmental body shall make purchases in it's own name, make payment direct to the Vendor, and be liable directly to the vendor, holding the County harmless there of.

**7.0 ELECTRONIC FUND TRANSFER PROGRAM:**

The County of San Bernardino Auditor/Controller-Recorder office prefers direct deposit for vendor payments. Instead of creating a paper check the County will, with the vendor's approval, directly deposit funds to the vendor's checking account via electronic funds transfer (EFT). Details and forms regarding EFT payments will be provided upon award.

**8.0 LOCAL PREFERENCE:**

The County of San Bernardino has adopted a preference for vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods or supplies.

For purposes of the application of the local preference policy (County Policy 11-12), "principal place of business" is defined as the vendor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the vendor's main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP/RFB/Quote for any contract, agreement, or purchase order to which it responds; and
- Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and
- Has a minimum of twenty-five percent (25%) of the vendor's full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County's Local Preference Policy means for example, if two Vendors are responding to this RFP and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the Vendors is a local vendor. If one of the Vendors is a local vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other vendor's quoted price or cost, unless it is determined that an exemption applies, staff may recommend the local vendor for the contract award.

SPECIFICATIONS 20 FT. ENCLOSED TRAILER	Vendor Complies	
	YES	NO
<p>The following specifications describe a vehicle to be used by the County of San Bernardino Fire Department. The vehicle shall be a new current advertised model built by a well-established manufacturer of this type of vehicle.</p> <p>Each vendor must indicate his compliance with these specifications by marking "YES" or "NO" in the appropriate column for each paragraph of this specification. Indicating "YES" to a paragraph will mean full compliance; indicating "NO" will mean an exception is being taken. All exceptions must be fully explained on a separate page, titled "Exceptions", giving reference to the page and paragraph where the exception is being taken. Failure to comply with this requirement will result in the proposal being rejected.</p> <p>Optional equipment items to include installation costs shall be priced separately to allow the Department to make knowledgeable decisions. Optional items shall NOT be priced with the base bid. All optional items shall be priced individually.</p> <p>All measurements are approximate. If the vendor has a standard size close to the measurement listed for the height, length, and width, the department would prefer to use a standard production trailer rather than a custom size. The vendors will need to list the measurements of the proposed trailer.</p> <p><b>DELIVERY:</b> Delivery will be to the San Bernardino County Fire Department Vehicle Services Facility at San Bernardino International Airport, 2824 East "W" Street, Building 302, San Bernardino, California.</p> <p>Time of delivery is of great importance to the Department. The bidder shall include with this bid package the delivered date.</p> <p><b>STANDARDS:</b> It must comply with all applicable DOT, SAE, CARB, California Department of Motor Vehicles and Highway Patrol requirements.</p> <p>The vehicle shall be delivered with all DMV paperwork to allow our county to complete the registration of the vehicle(s). That will include, but not be limited to, DMV weight certificate, certificate of origin, Vin verification, and owner's manuals.</p> <p><b>SIZE:</b> 20' length x 8' wide. The interior height will be approximately 80".</p> <p><b>ENCLOSED TRAILER:</b> The complete trailer will be enclosed. The trailer will have steel frame rails and sub structure. The frame rails will be 6" I beam type. The walls and roof will have ½" plywood with .030 aluminum skin. The roof will be designed not to allow water to accumulate or puddle. The sub frame for the floor will have cross braces every 16" to support the load.</p> <p><b>FLOORING:</b> ¾" treated plywood floor.</p> <p><b>AXLES:</b> Two (2) axles will be provided. Each axle will be rated at 5,000 pounds to give the complete vehicle a 10,000-pound GVWR.</p> <p><b>TIRES:</b> Five tires will be provided. All tires will be LT or trailer rated. The tire GVWR must meet or exceed the GVWR of the trailer. The size will be 205/75R15.</p> <p><b>TRAILER BRAKES:</b> The front axle will be equipped with electric trailer brakes. The hitch will be set up with a breakaway system.</p>		

SPECIFICATIONS 20 FT. ENCLOSED TRAILER	Vendor Complies	
	YES	NO
<p><b>REAR RAMP DOOR:</b> The rear door will be hinge to allow a vehicle to be driven inside of trailer. The ramp door must have the same or exceed the GVWR as the trailer. The ramp door will have a cam-over type latch to keep the door in the close position. The ramp door must have a hasp to allow the department to lock the trailer.</p> <p><b>SIDE ENTRANCE DOOR:</b> One (1) side door shall be provided on the curbside. The door shall be in front of the axles. The door shall have a cam-over type latch to keep the door in the closed position. The door must have a hasp to allow the department to lock the trailer.</p> <p><b>STAB JACKS:</b> The rear of the trailer will have two stab jacks at each end to keep the trailer from tipping while loading without the trailer hooked to a tow vehicle. The stab jacks must to rated at the same or exceed the GVWR of the vehicle.</p> <p><b>DOLLY:</b> One the front of the trailer will be a dolly to support the trailer went not attached to a vehicle. The trailer dolly will have a wheel that is attached to the dolly.</p> <p><b>ROOF VENTS:</b> The roof will have one vent. The vent will be adjustable.</p> <p><b>HITCH:</b> The trailer will be equipped with a 2" hitch.</p> <p><b>ELECTRICAL AND LIGHTS:</b> The trailer will be equipment with a Cole Hersey 6 pin trailer plug. Enough electrical cord will be provided to allow the plug to reach the tow vehicle and have enough length for slack in turns.</p> <p>All lights and reflectors must meet DOT requirements.</p> <p><b>INTERIOR TIE DOWNS:</b> The interior floor will be equipped with six (6) tie down hooks. One in each front corner, one in each rear corner and two mid way next to the sidewalls.</p> <p><b>INTERIOR LIGHTS:</b> Two lights will be provided. The lights will be wired into the marker lights. One light will be mounted in the forward end and the one light will be towards the rear. Both lights will be mounted in the ceiling.</p> <p><b>PAINT:</b> The frame and will be painted Black. The remainder of the trailer will be white. The wheels will be white.</p> <p><b>WARRANTY:</b> The complete trailer will come with a one-year warranty on material and workmanship.</p>		

**PROPOSAL SHEET**  
**TRAILER, ENCLOSED 20'**

**ONE (1) Each @ \$**\_\_\_\_\_

Delivery \_\_\_\_\_Days

Make \_\_\_\_\_

Model \_\_\_\_\_